

CJC Holdings, Inc. and Local 1751, United Brotherhood of Carpenters & Joiners of America, AFL-CIO. Cases 16-CA-15537 and 16-CA-15650

December 16, 1994

DECISION AND ORDER

BY MEMBERS STEPHENS, DEVANEY, AND COHEN

On September 22, 1993, Administrative Law Judge James M. Kennedy issued the attached decision. The Respondent filed exceptions, a supporting brief, and a reply to the General Counsel's answering brief, and the General Counsel filed an answering brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,¹ and conclusions and to adopt the recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, CJC Holdings, Inc., Austin, Texas, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

¹ In adopting the judge's finding that the Respondent violated Sec. 8(a)(5) and (1) by refusing to furnish the information requested by the Union, we do not rely on his observations concerning the Fair Labor Standards Act settlement found in fn. 8 of his decision.

Additionally, we find it unnecessary to rely on the judge's views of how bargaining could have progressed.

We agree with the judge's refusal to allow parol evidence concerning art. X, sec. 3, of the contract, as that contract language is not ambiguous. In any event, the Respondent's offer of proof was deficient as it offered no evidence to clarify particular terms of the contract clause.

Elizabeth Kilpatrick, Esq., for the General Counsel.
Steven L. Rahhal, Esq. (McFall & Associates), of Dallas, Texas, for the Respondent.
David Van Os, Esq. and *Martha P. Owen, Esq. (Van Os & Owen)*, of Austin, Texas, for the Charging Party.

DECISION

STATEMENT OF THE CASE

JAMES M. KENNEDY, Administrative Law Judge. This case was tried before me in Austin, Texas, on March 23, 1993, on a consolidated complaint issued by the Regional Director for Region 16 of the National Labor Relations Board on December 3, 1992.¹ It is based on two separate charges filed by Local 751, United Brotherhood of Carpenters & Joiners of America, AFL-CIO (the Union). The charge in Case 16-

CA-15537 was filed on April 13, 1992 (amended on May 13), and the charge in Case 16-CA-15650 was filed on July 8. The complaint alleges that CJC Holdings, Inc. (Respondent) has engaged in certain violations of Section 8(a)(5) and (1) of the National Labor Relations Act (Act).

Issues

This case presents two separate issues for resolution. The first is whether Respondent was privileged in March to refuse to supply the Union with a list of names and addresses of its then current employees. The second is whether in June it was privileged to refuse to bargain collectively over a mid-term wage reopener as called for by a term of the collective-bargaining contract.

The parties were given full opportunity to participate, to introduce relevant evidence, to examine and cross-examine witnesses, to argue orally, and to file briefs. Counsel for all parties have filed briefs and they have been carefully considered. Based on the entire record, including my observation of the witnesses and their demeanor, I make the following

FINDINGS OF FACT

I. JURISDICTION

Respondent, a Texas corporation, is a manufacturer of school rings and other jewelry in Austin, Texas. It annually purchases goods and materials valued in excess of \$50,000 directly from suppliers located in States other than Texas. Respondent admits and I find that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. LABOR ORGANIZATION

Respondent also admits and I find that the Union is a labor organization within the meaning of Section 2(5) of the Act.

III. ALLEGED UNFAIR LABOR PRACTICES

As noted, Respondent is a jewelry manufacturer with a factory located in Austin. It employs about 160 production and maintenance employees at that location. Through predecessors, it has had a collective-bargaining relationship with the Union since 1973 when the Union was first certified as the Section 9(a) exclusive collective-bargaining representative. Its most recent collective-bargaining contract (G.C. Exh. 2) is a 5-year agreement which began on June 7, 1989, and which is scheduled to end on June 6, 1994.

The collective-bargaining contract does not contain a union-security provision, as Texas law forbids such clauses. As a result, the Union does not always know the identities and addresses of the employees it represents, for there is constant turnover within the plant. In order to remain aware of who the employees it represents are, not only for dues collection, but for representational purposes, i.e., communication and the like, it must rely on information provided to it by Respondent, whose records are necessarily more current.

To this end the Union periodically requests such information from Respondent. Indeed, the contract itself (art. V, sec. 3) permits the Union to ask for a seniority list once every 3 months. The seniority list is somewhat helpful as it shows the names of newly hired employees. It does not usually in-

¹ All dates are in 1992 unless otherwise indicated.

clude the address of any employee, although that information has been provided in the past on several occasions.

By letter dated March 5, Union President Louis Velasquez requested Respondent's personnel director to provide the Union with a seniority list, also asking for some other pertinent information, including addresses and pay rates.² On March 10, Personnel Director Suzie Adams, handed Velasquez at his workstation a document which was purportedly a seniority list. It was unaccompanied by the requested addresses and pay rates. Moreover, it contained numerous errors with respect to the dates of hire. Because the material was in an envelope, Velasquez did not initially notice the reply's shortcomings.

Shortly thereafter Velasquez did become aware of them. He advised Union Business Representative Ed Jenkins³ of the inadequacy. Jenkins telephoned Adams to try to straighten the matter out. At first she told him that the computer was not operating correctly. Then she told him that Respondent was not obligated to provide the addresses, but did not explain further,⁴ although the parties became unnecessarily involved over a concern about so-called "past practice." When she testified, she asserted that it was not Respondent's practice to provide employees' addresses to the Union and, besides, neither Velasquez nor Jenkins had given her any explanation regarding its need for it. She said that if the Union had given her a "justifiable" reason for the information, she might have given the addresses to the Union. In the past, she says she had given such information to the Union when she thought it needed it.

It should be observed here that the reason the Union wanted the information was to update its mailing list so it could send its newsletter to as many of its constituents as it could. Jenkins reports that in February he had sent out a newsletter using a January 1991 mailing list (which was a little over a year old). However, he says approximately 65 of the newsletters were returned by the post office as having incorrect addresses. Jenkins did not advise Adams of this specific difficulty, but did tell her he needed the addresses so he could communicate with the employees. Nonetheless, Adams never supplied the information requested. Indeed, she made no effort to correct the seniority errors, the incorrect dates of hire which she had given the Union. Neither did she provide the wage rates as Velasquez had originally requested.

I should note here that Respondent, in its answer and at the hearing, has contended that it was not obligated to provide the Union with the addresses because it held what it believes to be the reasonable belief that the addresses would be provided to the Union's lawyer for the purpose of initiating a class-action lawsuit against it. In this regard, the Union had filed a complaint with the U.S. Department of Labor alleging that Respondent was improperly calculating the daily quitting time. It had not been paying employees for time they were

required to spend waiting for inspection by a metal detector at the end of their workday.

The DOL had found merit in the Union's complaint and subsequently negotiated a settlement with Respondent. The DOL declined, however, to involve the Union in that settlement. Specifically, it refused to advise the Union of the basis or formula for calculating the backpay due the employees. This exclusion caused the Union to suspect that the computations were not to be trusted and resulted in the Union recommending to its constituency that the employees not cash the settlement checks which Respondent had tendered. Those checks contained what the Union believed to be unreasonably broad waiver of liability language over each employee's signature-endorsement, and it could not in good conscience allow its people to sign off without knowing more about the consequences of what they were doing.

In the Union's view, additional steps needed to be taken to become knowledgeable. In particular, it needed to consult with the employees it represented to determine whether the DOL settlement was adequate or whether more needed to be done. It appears that the DOL's authority to remedy violations of the Fair Labor Standards Act is not exclusive. Employees and their union are both free to file individual lawsuits under that statute. Whether or not the Union was going to take that step is unclear. It certainly was an option and both it and Respondent knew it. Respondent offered evidence it believed would show that the Union's attorney, David Van Os, was going to use the addresses for the purpose of soliciting employees to join in a class action lawsuit against Respondent. I rejected the proffer on the grounds that even if that were true, that fact would not be material to the issues presented by this complaint. It would not serve as a defense to a union request for the addresses of the employees which it by law represents. Indeed, a lawsuit initiated and maintained by employees to vindicate a statutory right pertaining to an employment benefit may well be protected by the NLRA. An employer who interferes with that right would be committing an unfair labor practice. It is clear therefore that Respondent's belief that Van Os intended to file a suit over the FLSA matter cannot be considered a viable defense to this complaint.

Velasquez agrees that he intended to advise the Union's constituency of the perceived necessity to consult with it about the problems raised by the DOL settlement. He wanted to notify the affected individuals in the usual fashion, through the Union's newsletter. That is not to say that the newsletter would not contain other material appropriate to the Union's duty as the statutory collective-bargaining representative. Certainly Velasquez' desire to communicate with the employees he represents via newsletter is an appropriate and proper thing to do.

Moreover, he is under no obligation to explain to the Employer the Union's need for the current addresses of the employees. Similarly, the Employer has no right to affect the Union's ability to communicate with bargaining unit members. It is enough that the Employer knows that the Union has a legal obligation to have discourse with the bargaining unit. Having knowledge of that fact, its only concern must be to provide the Union, on request, with the names and addresses it has but the Union does not. Indeed, this Respondent has already provided addresses to the Union in the past.

² Velasquez' letter also sought the social security numbers of employees. Although that request was initially a part of the complaint, the General Counsel has since withdrawn the allegation which had asserted that the failure to provide the employees' social security numbers violated the Act.

³ Jenkins is a representative of the Southern Council of Industrial Workers, of which the Charging Party is a member. He is assigned to the Charging Party as its professional business representative.

⁴ She confirmed that position by her letter of March 20.

Its perceived reason for declining to provide them on this occasion is only that the Union was seen as likely to become so conversant with the terms of the DOL settlement that it might upset it. And, while an upset settlement might be of legitimate concern to Respondent, it is not privileged to prevent that from happening by depriving the Union of access to the employees it represents and access to information needed to properly represent the constituency. The proper forum to prevent the settlement from being upset is the bargaining table where all parties know all the facts.⁵

Thus, Respondent's reason for wishing to deprive the Union of the current addresses of the employees it legally represented is immaterial. The material is critical to the Union's representational duties; it is solely within the Employer's knowledge. That is sufficient to trigger the obligation to provide the requested information.

The second issue raised by the complaint is that of whether Respondent properly interpreted the clause in the collective-bargaining contract providing for a midterm wage reopening. Again, the facts are not in significant dispute.

Article X, section 3 of the collective-bargaining contract (G.C. Exh. 2, p. 22) reads as follows:

The wage rates to be paid from the first work day of the first pay period in June 1992 to June 6, 1994 under Article X and Appendix "A" are subject to negotiation if either party gives written notice in writing [sic] at least sixty (60) days prior to the third anniversary (June 7, 1992), of the effective date of the Agreement. If no agreement is made, or if impasse occurs, all terms of this Agreement shall remain unchanged.

Union Business Representative Ed Jenkins, by letter dated April 1, 1992, notified Respondent's personnel director, Adams, that the Charging Party desired to open negotiations. In the letter, he advised that he would be in touch to arrange a date for the negotiation meeting. Although there is some testimonial difference between Jenkins and Adams regarding why a delay occurred in setting a date, she eventually told him that the only available day Respondent could provide was June 1, a date when its counsel, John McFall, a Dallas attorney, could be present. A meeting did take place on that date as agreed.

During the meeting, attended by several persons representing both management and the Union, Jenkins and Velasquez proposed a 50-cent-per-hour across-the-board wage increase for the rest of the contract term. Respondent, after a caucus, rejected the proposal, asserting that there was no justification for such an increase. McFall countered by proposing a 1-year wage freeze followed by another wage reopener on the next anniversary. The Union considered that, but countered with a 30-cent-across-the-board proposal to cover the first year, while concurring with a reopener in 1993. McFall rejected

that, saying his 1-year freeze and the 1993 reopener were what the Company could agree on.

There followed some company contentions that sales were flat, business projections were not optimistic, and that the economy had yet to improve. McFall also suggested that Jenkins, who was more familiar with the lumber industry (saying Jenkins referred to himself as a "wood man"), did not understand the jewelry manufacturing business sufficiently well to accept Respondent's assessment of the business future.

Things deteriorated to some extent, and Jenkins advised that he would have to take Respondent's position back to his membership. McFall, apparently believing Jenkins was referring to a ratification process, told him ratification was unnecessary. According to Jenkins, McFall told him that the Union had to accept the Company's proposal or there would be no more negotiations, "period." McFall does not accept that characterization, but agrees he told Jenkins Respondent had made its final offer. Jenkins replied that he would contact Respondent shortly after he had had a chance to consult with his membership. At no time did any person suggest that they had reached a lawful impasse.

Furthermore, neither McFall nor any management official who was present ever suggested that their bargaining obligation had been fulfilled as a result of the June 1 meeting. No one told Jenkins that Respondent was interpreting the contract language as establishing a deadline of June 7 as a date by which any midterm modification had to be settled. The entire meeting took about an hour.

On June 11, Jenkins wrote Respondent's vice president of manufacturing, Gary Geritson, one of Respondent's June 1 negotiators, a letter in which he recounted some of Respondent's assertions. Specifically, he referred to Respondent's contentions that economic conditions dictated the Company's position with respect to the wage increase. He went on to say that to better understand what he characterized as Respondent's "inability" to pay,⁶ he needed additional information. He therefore asked Geritson to supply him with certain financial records, describing the requisite material in some detail. He asked that the data be supplied no later than June 19. He also asked for a second negotiation meeting on June 22.

McFall replied by letter on June 17. Ignoring Jenkins' request for financial information, McFall refused to bargain further, *inter alia*, he said:

In view of the fact that no agreement was reached prior to June 7, 1992, your request for continued negotiations is declined as untimely. We interpret the relevant clause to be analogous to an "evergreen" clause, and to require agreement on or before June 7, 1992 to avoid continuation of the same pay rates.

With that, further bargaining ceased.

IV. ANALYSIS AND CONCLUSIONS

The Supreme Court has held on several occasions that an employer must supply, upon appropriate demand, information

⁵I fail to understand the Department of Labor's policy which excluded the Union from being involved in the determination of the appropriate settlement formula. This Union was the original complaining party. It also is the statutory representative of the employees in question. What FLSA policy was contravened by barring it from even being told how the settlement formula was reached? Assuming that there is a valid reason behind such an exclusion, that policy in this instance has had the effect of undermining the collective-bargaining and representational policies established under the NLRA.

⁶In point of fact, Respondent's position was not one of "inability" to pay, but of "unwillingness" to pay based on its assessment of market conditions.

to its employees' statutory bargaining representative, which is relevant to either the collective-bargaining or the representational processes. *NLRB v. Truitt Mfg. Co.*, 351 U.S. 149 (1956); *NLRB v. Acme Industrial Co.*, 385 U.S. 432 (1967); see also *Curtiss-Wright Corp. v. NLRB*, 347 F.2d 61 (3d Cir. 1965), enf. 145 NLRB 152 (1963). It is also true that there are some circumstances where the employer is not obligated to produce the sought for material. See, for example, *Detroit Edison Co. v. NLRB*, 440 U.S. 301 (1979). However, the burden of proving the material is not producible, where the information is presumptively relevant, as here,⁷ rests with Respondent. Here, the only contention being made, and that after the fact, is that it would somehow assist the Union's lawyer in a yet to be filed lawsuit over the FLSA matter. That is, and always was, hypothetical.

Yet, unhappy as that may make Respondent, a potential lawsuit is not a valid reason for depriving the Union of that information. Most, if not all, union requests for information have the potential of resulting in litigation, usually in the context of the contract itself, via the grievance process. However, the policy of the Act is that if such information is promptly shared, the collective-bargaining process as established by Section 8(d) will take over and the parties will deal with the matter rationally and in good faith. Obviously, there is always the possibility that the parties will not be able to resolve whatever might be found as a result of the information turnover. If a grievable matter is uncovered, the union is only doing its duty if it is forced to invoke the grievance procedure. More likely, however, is the probability that most problems will be resolved short of formal proceedings though the give and take or consultation which will follow.⁸

With respect to the question of whether the language of article X, section 3 of the collective-bargaining contract established a deadline of June 7 for an agreement to be reached, I find Respondent's reading of that clause to be defective. I did bar, on appropriate objection, evidence regarding the meaning of the language, for I could perceive no ambiguities, either patent or latent. I therefore allowed the invocation of the parol evidence rule. That rule, of course, prohibits any party to a written, fully integrated, contract from offering oral evidence tending to alter or vary the terms of a nonambiguous contract term. *Kal Kan Foods*, 288 NLRB 590, 592-593 (1988),⁹ and cases cited. Respondent was

given full opportunity to demonstrate any ambiguity it perceived, but I was not persuaded that any exists.¹⁰

The language, of course, has been quoted above. It states in pertinent part that the wage rates to be paid from June 1992 to June 1994 "are subject to negotiation if either party gives written notice in writing [sic] at least sixty (60) days prior to the third anniversary (June 7, 1992), of the effective date of the Agreement. If no agreement is made, or if impasse occurs, all terms of this Agreement shall remain unchanged." Only two sentences long, they could not be more plain on the issue. They allow for the negotiation of new wage rates for the last 2 years of the contract, if at least 60 days prior to June 7, 1992, either party gives written notice that it wishes to change the wage rates.

That language only sets a deadline by which the notice must be given. It simply allows the parties adequate notice for the purpose of beginning midterm negotiations. The second sentence, referring to what will happen in the event no agreement is reached, does not say that the agreement must be finalized by June 7. It only says that if an agreement is not reached, or an impasse results, the wages will remain as they stood on that anniversary. Nothing prevents the parties from bargaining after June 7 and nothing prohibits the parties from reaching agreement on new wage rates, whether they are solely prospective or whether they have a retroactive feature.

Moreover, if the parties had meant to set a deadline for the new wage rates to be settled on, it could have been accomplished quite simply. All they needed to do was to say that the 60-day period begun by the notice was to be the only period available to negotiate the changes and that if no agreement was reached by June 7, the rates would remain the same.

In a sense, I understand Respondent's argument that the quoted language establishes a procedure similar to that mandated by Section 8(d), to give notice of an intent to negotiate a new contract 60 days before it expires in order to encourage the parties to reach a new agreement before then, thereby lessening the probability of a labor dispute. Yet even under Section 8(d), nothing prevents the parties from bargaining after the expiration of the contract. Therefore, Respondent's analogy does not stand up.

Its argument, found in McFall's letter of June 17, that it regarded the contract language as similar to an "evergreen" clause is likewise unpersuasive. Evergreen clauses are those found in contracts providing for their automatic renewal in the event the appropriate notice of intent to renegotiate is not given. Here, of course, the Union gave timely notice of its intent to exercise its contract right of a midterm wage reopener. Respondent's argument necessarily fails because the Union did give notice, and the duty to bargain midterm was thereupon imposed. Respondent could not declare its duty to bargain satisfied until it became apparent that no agreement could be reached, a lawful impasse. Yet it did make such a declaration, despite the fact that only one meeting, lasting about an hour, had been conducted.

The outcome of good-faith bargaining here might well have been a failure to agree had it been allowed to go its course, but that cannot be assumed given the state of these

⁷ A myriad of cases supports that conclusion. A few are: *American Oil Co.*, 164 NLRB 29 (1967); *Brooklyn Union Gas Co.*, 220 NLRB 189 (1975); *Tom's Ford*, 253 NLRB 888, 894-895 (1980); *Valley Programs*, 300 NLRB 423 (1990); and *Kingswood Services*, 302 NLRB 247, 256 (1991).

⁸ In this regard, I observe that even if it was the Union's intention, or its lawyer's intention, to pursue a class action on behalf of the employees for the apparent FLSA violation, preventing the Union from obtaining the current employee addresses would not have stopped them. The best way to have prevented that from occurring would have been to have brought the Union into the FLSA settlement in some fashion. It would then not have been operating in the dark. True, involving the Union in the settlement may have changed the dynamics of that settlement; yet it may not have. If all parties had been knowledgeable about the factors governing the DOL's settlement terms, the settlement may well have been viewed as satisfactory.

⁹ Enf. mem. 889 F.2d 1095 (9th Cir. 1989).

¹⁰ Indeed, Respondent asserted that the language is unambiguous; that the June 7 deadline for agreement is clearly set forth.

negotiations. Any person familiar with the ways of collective bargaining will recognize that what occurred during the June 1 meeting is what commonly occurs at first meetings. The Union asked for more than it expected to get; Respondent made a counteroffer of no change, also a common opening and something which employers do not usually expect to get. Both parties can reasonably be seen to have started where parties usually start—at the edge, waiting to move toward the center. During the meeting the Union lessened its demand by 15 cents. Even Respondent's claim that its proposal was "final" must be taken with a grain of salt.¹¹ Absent Respondent's declaration that bargaining was over due to a contract clause, additional meetings would have taken place. With any luck, and a modicum of skill, a new wage rate would have been reached; absent the luck and the skill, the parties could nevertheless have reached a good-faith impasse. Unfortunately, Respondent's misreading of the contract clause has caused neither event to have occurred, either of which would have terminated its obligation to bargain mid-term.

Accordingly, I conclude that Respondent's refusal to bargain, based on McFall's erroneous interpretation of the midterm reopener, violated Section 8(a)(5) and (1) of the Act.

REMEDY

Having found Respondent to have engaged in certain unfair labor practices, I find that it must be ordered to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act. The affirmative action shall require Respondent to bargain in good faith pursuant to the midterm wage reopener set forth in the collective-bargaining agreement.

Based on the foregoing findings of fact and the entire record in this case, I make the following

CONCLUSIONS OF LAW

1. Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Union is a labor organization within the meaning of Section 2(5) of the Act.

3. By refusing, on March 10, 1992, and thereafter, to comply with the Union's proper request to provide the Union with the names and addresses of bargaining unit employees, together with their correct dates of hire, as well as their wage rates, Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and (1) of the Act.

4. By refusing to bargain after June 7, 1992, pursuant to the terms of the midterm wage reopener clause in its collective-bargaining contract with the Union, Respondent breached the obligation to bargain in good faith and thereby violated Section 8(a)(5) and (1) of the Act.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended¹²

¹¹ "Final" proposals made during first meetings are either tactical or usually fail the "good-faith" requirement.

¹² If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and rec-

ORDER

The Respondent, CJC Holdings, Inc., Austin, Texas, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Restraining and coercing its employees by refusing to bargain in good faith with Local 751, United Brotherhood of Carpenters & Joiners of America, AFL-CIO by

(1) Refusing and failing to provide that labor organization with a seniority list containing the names, addresses, and dates of hire of bargaining unit employees as well as their wage rates.

(2) Refusing to bargain with that labor organization after June 7, 1992, pursuant to the terms of the midterm wage reopener clause in its collective-bargaining contract.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Bargain in good faith with Local 751, United Brotherhood of Carpenters & Joiners of America, AFL-CIO by

(1) Immediately providing that Union with a seniority list containing the names, addresses, and dates of hire and wage rates of bargaining unit employees as of March 5, 1992.

(2) On request bargaining in good faith with that labor organization pursuant to the terms of the midterm wage reopener clause in our 1989-1994 collective-bargaining contract and covering the period June 7, 1992, through the termination date of the contract.

(b) Post at its factory in Austin, Texas, copies of the attached notice marked "Appendix."¹³ Copies of the notice, on forms provided by the Regional Director for Region 16, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

Recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

¹³ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT restrain and coerce our employees by refusing to bargain in good faith with Local 751, United Brotherhood of Carpenters & Joiners of America, AFL-CIO by

Refusing and failing to provide that labor organization with a seniority list containing the names, address-

es, dates of hire, and wage rates of bargaining unit employees.

Refusing to bargain with that labor organization after June 7, 1992, pursuant to the terms of the midterm wage reopener clause in its collective-bargaining contract.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of the rights guaranteed them by Section 7 of the Act.

WE WILL bargain in good faith with Local 751, United Brotherhood of Carpenters & Joiners of America, AFL-CIO by

Immediately providing that Union with a seniority list containing the names, addresses, and dates of hire of bargaining unit employees as of March 5, 1992.

On request bargain in good faith with that labor organization pursuant to the terms of the midterm wage reopener clause in our 1989-1994 collective-bargaining contract and covering the period June 7, 1992, through the termination date of the contract.

CJC HOLDINGS, INC.